

Marc Wolstenholme
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Plaintiff in Pro Per

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MARC WOLSTENHOLME,
Plaintiff,
vs.
RIOT GAMES, INC.,
Defendant

CASE NO. 2:25-CV-00053-FMO-BFM HON.

Hon. Fernando M. Olguin

PLAINTIFF MARC WOLSTENHOLME'S
NOTICE TO COMPLY WITH
PREREQUISITE REQUIREMENTS FOR
SETTLEMENT DISCUSSIONS AND
NOTICE OF RIOT GAMES' LEGAL
TEAM'S DELIBERATE ATTEMPTS TO
MANIPULATE COURT PROCEEDINGS

Dated this: March 17th, 2025

M. WOLSTENHOLME.
[MARC WOLSTENHOLME]

1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR**
2 **ATTORNEYS OF RECORD:**
3

4
5 Plaintiff Marc Wolstenholme respectfully submits this Notice to Comply
6 regarding the upcoming Settlement Conference as ordered by the Court. While Plaintiff is fully
7 willing to engage in meaningful settlement discussions in good faith, it is premature to proceed
8 with the settlement conference until Defendant Riot Games, Inc. ("Riot") fulfills its prerequisite
9 obligations necessary to ensure that the settlement conference serves its intended purpose.
10

11 Furthermore, Plaintiff brings to the Court's attention that Riot's legal team has
12 deliberately provided false and misleading information to the Court to manipulate legal
13 proceedings, falsely characterizing Plaintiff's position as a refusal to engage in settlement
14 discussions when in reality, Plaintiff has merely requested necessary disclosures to ensure
15 transparency and fairness.
16

17 Additionally, the Plaintiff served PLAINTIFF'S FIRST SET OF DISCOVERY
18 REQUESTS- Fri 14 Mar, 12:14 (3 days ago). A few hours later- Fri 14 Mar, 17:43 (3 days ago),
19 Riot's Legal Team falsely claimed that I was refusing to cooperate and filed a notice with the
20 court which the Plaintiff is still yet to be able to access. Again, this follows the same pattern of
21 pressure, intimidation lies and manipulation, further evidencing the need for the prerequisite
22 obligations. Their actions show a disrespect for the court and a disregard for honesty in
23 proceedings.
24

I. PREREQUISITE DISCLOSURES REQUIRED FROM DEFENDANT

Plaintiff has previously communicated reasonable and necessary preconditions to ensure that the settlement process is conducted in good faith and not as a procedural delay tactic.

1. Full Disclosure of Riot's Insurance Coverage Policy

Pursuant to Federal Rule of Civil Procedure 26(a)(1)(A)(iv), Riot must disclose any applicable insurance policy that may cover the claims in this case. The plaintiff has specifically requested:

The complete insurance policy document.

The policy limits, deductibles, and retention amounts.

Communications between Riot Games and its insurers regarding this lawsuit, including settlement discussions and defense strategy.

Proof of Riot's notification to insurers regarding this litigation.

Despite multiple requests, Riot has failed to comply with this required disclosure, undermining the credibility of any potential settlement discussions.

2. Response to Plaintiff's Second Amended Complaint (SAC)

Riot has not yet filed a formal response to the SAC. Without a clear statement of Riot's legal position on the claims asserted, there is no proper foundation for settlement negotiations.

3. Confirmation of Good-Faith Negotiations

Riot must affirm in writing that it is willing to negotiate in good faith and not use the settlement conference as a mere legal formality, delay tactic, or other procedural manipulation. Riot's refusal to provide such confirmation raises serious concerns about bad-faith litigation practices.

4. Cessation of Procedural Manipulation & Retaliatory Conduct

Riot must immediately cease procedural tactics designed to exhaust, intimidate, or unfairly pressure Plaintiff into an unfavorable resolution. These tactics include the deliberate misrepresentation of Plaintiff's position to the Court, falsely claiming that Plaintiff is refusing to engage in the settlement process.

1 **II. RIOT'S DELIBERATE ATTEMPTS TO MANIPULATE COURT**
2 **PROCEEDINGS**

3 Plaintiff brings to the Court's attention that Riot's legal team has intentionally
4 provided false information to the Court to manipulate and distort legal proceedings in an attempt
5 to coerce Plaintiff into a premature settlement conference without the necessary disclosures.
6

7
8 False Representation of Plaintiff's Position

9 Riot's legal team has falsely stated that Plaintiff is "refusing" to engage in the
10 Court-ordered settlement conference. This is blatantly untrue. Plaintiff has clearly expressed
11 willingness to engage in good-faith negotiations once Riot fulfills its own obligations under Rule
12 26 and provides necessary disclosures to make the process meaningful.
13

14
15 Attempting to Force a Settlement Conference Prematurely

16 Riot is deliberately attempting to rush the scheduling of the settlement conference
17 before addressing outstanding discovery issues, despite the fact that these issues are fundamental
18 to any settlement discussions.
19

Deliberate Misuse of the Settlement Process

Riot's tactics indicate that it is not engaging in the settlement process in good faith but rather attempting to use the conference as a procedural tool to delay proper discovery and intimidate Plaintiff into accepting an unfair resolution.

Misrepresenting the Role of the Magistrate Judge

Riot's legal team has implied that the Magistrate Judge is merely facilitating the settlement conference and has no authority over the case, while simultaneously attempting to pressure Plaintiff into a premature conference without the necessary disclosures. This misrepresentation of judicial procedure is yet another example of Riot's deliberate bad-faith conduct.

III. RELIEF REQUESTED

Accordingly, Plaintiff respectfully requests that this Court:

Order Riot Games to immediately comply with its disclosure obligations under Rule 26(a)(1)(A)(iv) by providing full insurance policy details.

Require Riot Games to submit its formal response to the Second Amended Complaint (SAC) before any settlement discussions commence.

Require Riot Games to confirm in writing that it will negotiate in good faith and not use the settlement process as a delay tactic or procedural maneuver.

1 Sanction Riot's legal team for making deliberate false statements to the Court,
2 misrepresenting Plaintiff's position, and attempting to manipulate legal proceedings.

3 Stay the scheduling of the settlement conference until Riot complies with these
4 necessary conditions.
5

6
7 **IV. CONCLUSION**

8 Plaintiff is not refusing to participate in the settlement conference but instead
9 demands basic procedural fairness and transparency before engaging in discussions. Riot's
10 refusal to comply with required disclosures and its deliberate misrepresentation of facts to the
11 Court undermine the legitimacy of the settlement process.
12

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14 Plaintiff urges this Court to take appropriate action to ensure that Riot Games acts
15 in good faith and ceases its deliberate attempts to manipulate the legal process.
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Declaration,

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on March 17, 2025, in Coventry, England.

Signature: *M. WOLSTENHOLME*

Marc Wolstenholme

Plaintiff in Pro Per

5 Shetland Close

Coventry, England CV5 7LS

marc@mwwolf-fiction.co.uk

EXHIBITS.

EXHIBIT A – THREAD OF EMAILS AS EVIDENCE OF MANIPULATION AND LIES.

Settlement Conference scheduling

External

Inbox

Search for all messages with label Inbox

Remove label Inbox from this conversation

Summarise this email

G

Geller, Joshua

12 Mar 2025,
21:44 (5 days
ago)

to me, Aaron

Hi Marc,

As you'll recall, the parties were ordered to complete a settlement conference by June 6, 2025 (see the Court's scheduling order, Docket No. 66 at page 12). As instructed, we reached out to the Magistrate Judge's court clerk to get available dates. Judge Mircheff sets settlement conferences on Thursdays at 10:00 a.m. PT, and asked us to submit our availability.

We are available for a settlement conference on the following dates: April 3, April 17, April 24.

Can you please confirm if those work for you? I will confirm with the court clerk that you will be able to appear remotely.

Thanks,
Josh

Joshua Geller
Partner

9

PLAINTIFF MARC WOLSTENHOLME'S NOTICE TO COMPLY WITH PREREQUISITE REQUIREMENTS
FOR SETTLEMENT DISCUSSIONS AND NOTICE OF RIOT GAMES' LEGAL TEAM'S DELIBERATE
ATTEMPTS TO MANIPULATE COURT PROCEEDINGS

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GreenbergGlusker.com

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Marc Wolstenholme <marc@mwwolf-fiction.co.uk>

Wed 12 Mar,
22:12 (5 days
ago)

to Joshua

Re: Settlement Conference Scheduling

Dear Josh,

I hope you had a lovely time with your baby.

Before discussing settlement conference dates, I want to reiterate that I do not agree to a Magistrate Judge presiding over this matter, as previously addressed in the discovery report. I'm not in agreement to discuss or change this.

Additionally, I am still waiting for the insurance disclosure and for my prerequisite requirements to be acknowledged and agreed upon. These must be addressed before I consider any settlement discussions.

For now, I will continue to break down the episodes and will be moving into formal discovery as of Monday, March 17th. Please ensure that all relevant materials are preserved accordingly, and the additional people know that I am likely to bring more defendants into these proceedings with additional cases.

1 I expect these matters to be handled appropriately, please do not come back trying to
2 manipulate or ignore my requests. Let me know once the outstanding issues are
3 properly addressed.

4
5 Many Thanks,

6
7 Marc

8 

9 **Geller, Joshua**

Wed 12 Mar,
23:05 (5 days
ago)

10
11 to Aaron, me

12 Thank you Marc.

13 Both parties have been ordered to conduct this Settlement Conference by the Court. I am
14 attaching the order, and the relevant portion is below:

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14 We have contacted the settlement officer as we were instructed and were asked to confer with you on dates. That's why I reached out.

15 To clarify: the Magistrate Judge is not presiding over this matter. The Magistrate Judge is for the conduct of the settlement conference only, as ordered by the Court.

17 We will proceed with discovery and all other aspects of the case as required by the Federal Rules, including responding to the discovery you plan to serve. Riot is complying with, and will continue to comply with, its preservation obligations.

19 We need to get back to the Court with available dates to get the Settlement Conference on schedule. You will be able to proceed with discovery as you see fit while that process is going on. But at the end of the day, we all have to comply with the Court's order.

21 So with that said, please let me know if April 3, April 17, April 24 work as options so we can get back to the settlement officer with those.

23 Best,
24 Josh

25 **One attachment** • Scanned by Gmail

26 12

27 PLAINTIFF MARC WOLSTENHOLME'S NOTICE TO COMPLY WITH PREREQUISITE REQUIREMENTS
28 FOR SETTLEMENT DISCUSSIONS AND NOTICE OF RIOT GAMES' LEGAL TEAM'S DELIBERATE
ATTEMPTS TO MANIPULATE COURT PROCEEDINGS

M

Marc Wolstenholme <marc@mwwolf-fiction.co.uk>

Wed 12 Mar,
23:01 (5 days
ago)

to Joshua

Prerequisite Requirements for Settlement Discussions

Before engaging in any settlement negotiations, Riot Games must satisfy the following conditions to demonstrate good faith and compliance with legal obligations. If Riot does not agree, I will accept an explanation of why and consider dropping the ones Riot does not agree to. Once we have the answers, I will be in a better position to timetable in a settlement conference. Right now, the cases are not in a position to book a settlement conference.

1. Full Disclosure of Insurance Policy & Coverage Details

As per Federal Rule of Civil Procedure 26(a)(1)(A)(iv) and the Joint Rule 26(f) Report, Riot must provide full disclosure regarding any applicable insurance coverage for this litigation, including:

Complete insurance policy documents applicable to the claims in this case.

Policy limits, deductibles, and retention amounts.

Any communications between Riot Games and its insurers regarding this lawsuit, including settlement discussions and defense strategy.

Confirmation of whether Riot's insurers are involved in settlement negotiations.

Proof of Riot's notification to insurers regarding this litigation.

Failure to disclose this information will be treated as bad-faith conduct, preventing meaningful settlement discussions.

2. Personal Apology from Leadership

A direct and private apology for the harm caused to me as a human being- not just as a litigant-is a necessary step for closure and resolution.

This apology must come from one of the following individuals:

Marc Merrill (Tryndamere)

Brandon Beck

Alex Yee or Christian Linke (the "Showrunners")
Dylan Jadeja (New CEO)

A corporate statement will not suffice. This is about accountability and healing, not optics.

No apology = No settlement.

3. Confirmation of Good-Faith Negotiations & Intent to Settle

Riot must confirm, in writing, that it is willing to negotiate in good faith and that the settlement conference is not being used as a legal formality, delay tactic, or other procedural manipulation.

If Riot is unwilling to commit to genuine settlement efforts, I will not waste time engaging in a meaningless process.

This is a requirement, not a request.

Formal Reply to the Second Amended Complaint (SAC)

Riot must respond to the SAC before settlement discussions commence.

Without a clear statement of Riot's position, there is no basis for negotiating settlement terms.

A settlement requires clarity, not ambiguity.

5. Cessation of Procedural Manipulation & Retaliation

Riot Games must stop all procedural manipulation and bad-faith legal tactics designed to exhaust or intimidate me into an unfair resolution.

Any continued attempts to delay, obscure, or unfairly influence proceedings will result in formal legal action against responsible parties.

Transparency and fairness are non-negotiable.

6. Alignment on Settlement Expectations

If Riot is open to settlement, there must be preliminary discussions on financial and non-financial terms to ensure we are operating within realistic parameters.

If Riot's position is drastically out of line with what is fair, a settlement conference is a waste of time.

I will not participate in performative negotiations.

7. Disclosure of Any Involvement from Jonny Geller, Felicity Blunt, CBG, and UTA

Riot must disclose any and all involvement from:

Jonny Geller (Curtis Brown Group)

Felicity Blunt (CBG & UTA)

United Talent Agency (UTA)

Any related third parties involved in literary, media, or business dealings regarding this

1 case

2 Riot has engaged with these individuals or agencies, I require full transparency on their
3 role and any discussions that may have taken place.

4 Failure to disclose = Deliberate concealment = Bad-faith litigation.

5 Additional Prerequisite Conditions to Consider:

6 8. Mandatory Preservation of Evidence (Litigation Hold)

7 Riot must confirm in writing that it has placed a litigation hold on all relevant evidence
8 related to this case.

9 This includes, but is not limited to:

10 Internal communications (emails, Slack, messages, etc.) about Arcane, Bloodborg, and
11 any related IP concerns.

12 Documents, notes, and mood boards from Fortiche Production SAS related to
13 character, scene, and script development.

14 Animation drafts, reference materials, and concept art used in Arcane's production.

15 All AI or software-based writing tools used in Arcane's development.

16 Communications between Riot and third-party agencies (UTA, Curtis Brown, Felicity
17 Blunt, etc.).

18 Any spoliation (destruction) of evidence will result in immediate legal action.

19 This prevents Riot from deleting or concealing evidence before discovery.

20 9. Immediate Response to Outstanding Requests (Including Insurance & SAC Reply)

21 Riot must respond to all previously requested disclosures, including the insurance policy
22 details and the formal reply to the Second Amended Complaint (SAC).

23 If Riot refuses to provide these materials, they must state why in writing.

24 No settlement discussion can occur without these fundamental disclosures.

25 This prevents Riot from stalling by delaying required disclosures.

26 10. Confirmation That Riot Will Not Attempt to Retaliate or Intimidate

27 Riot must formally confirm that it will not engage in retaliation, witness intimidation, or
28 legal bullying tactics.

This includes:

Targeting third parties (e.g., agencies, publishers, or legal advisors) to interfere with the
case.

Engaging in corporate harassment through legal or extralegal means.

Manipulating the legal process with excessive motions or delay tactics.

Any breach of this will be treated as a separate legal matter and reported accordingly.

This forces Riot to act responsibly and prevents backdoor pressure tactics.

11. No Bad-Faith "Lowball" Offers or Insulting Settlement Terms

Riot must confirm it is approaching settlement with legitimate intent and not as a lowball strategy to evade consequences.

If Riot's offer is deliberately insulting or unserious, I reserve the right to escalate the case instead of wasting time.

Baseline expectations for financial and non-financial settlement terms must be discussed in advance to avoid a wasteful conference.

If Riot is unserious, there's no point in engaging in talks.

12. Independent Third-Party Mediation If Riot Wants a Settlement Conference

If Riot insists on a settlement conference, I require a neutral third-party mediator rather than a Magistrate Judge.

This ensures a fair and impartial process, rather than a legal formality that favors Riot.

This prevents Riot from using procedural manipulation in the settlement process.

Final Statement

These prerequisite requirements must be formally acknowledged and satisfied before any meaningful settlement discussions can proceed. If Riot Games refuses to comply, I will assume they are not serious about resolution and will continue with discovery and litigation as planned.

Failure to meet these conditions will make further discussions pointless. I expect a timely response confirming Riot's compliance with these requirements, or reason to the one's it does not agree to.

As soon as I have answers, I will look at the dates, until then, It's pointless as the case is not where it needs to be. I do not wish a back and forth.

Many Thanks,
Marc Wolstenholme

G

Geller, Joshua

14 Mar 2025,
17:43 (3 days
ago)

to Aaron, me

Marc,

Riot does not agree to any "prerequisites." The Court ordered both parties (which includes you) to participate in the settlement conference process. Because you are refusing to do so, we intend to raise that refusal with the court immediately, given the upcoming deadline to get a settlement conference on calendar.

Please let me know if you change your mind and are willing to provide your availability. As a reminder, the settlement officer schedules these conferences on Thursdays, and Riot is available April 3, April 17, and April 24.

M

Marc Wolstenholme <marc@mwwolf-fiction.co.uk>

15 Mar 2025,
13:53 (2 days
ago)

to Joshua

I'm not refusing, stop lying and manipulating,

I'm saying it's premature. you can tell them that i'm refusing and I'll file the message showing that you are lying.

Again, it's pointless unless Riot agrees to use the Conference for its intended purpose, which is to say settlements.

Josh, if you are gonna try and force me and lie, do not message me.

Also, I've had an email but the court system isn't working, I can not access the document.

M

Marc Wolstenholme <marc@mwwolf-fiction.co.uk>

15 Mar 2025,
15:28 (2 days
ago)

to dan.chang, Online, cacd_ecfmail, Joshua

Subject: RE: Settlement Conference Scheduling

Dear Josh and Court Clarks,

1 /

PLAINTIFF MARC WOLSTENHOLME'S NOTICE TO COMPLY WITH PREREQUISITE REQUIREMENTS
FOR SETTLEMENT DISCUSSIONS AND NOTICE OF RIOT GAMES' LEGAL TEAM'S DELIBERATE
ATTEMPTS TO MANIPULATE COURT PROCEEDINGS

1 I am, ho I would like to reiterate that I am not refusing to participate in the settlement
2 conference. wever, maintaining that the conference should serve its intended purpose,
3 which is to facilitate genuine settlement discussions rather than being used as a
procedural formality.

4 My position remains that without necessary disclosures- including insurance policy
5 details, a response to the Second Amended Complaint, response to discovery, and
6 confirmation that Riot is approaching this process in good faith- a settlement conference
7 at this stage is premature and unproductive. If Riot is unwilling to commit to negotiating
in good faith, then there is no point in scheduling a conference merely for compliance
with court deadlines.

8 If you choose to misrepresent my stance to the Court, I will file the full email
9 correspondence as evidence that Riot is attempting to pressure me into an insincere
10 settlement discussion while withholding critical disclosures.

11 Additionally, I have received a court notification but am unable to access the document
12 due to technical issues with the court system. If you have received the document in
question, I request that you forward a copy to me.

13 It looks to be a Notice. If you have filed a notice of refusal as threatened, this can
14 clearly be shown to be direct lies and manipulation to the court and I will be asking for
penalties against you.

15 If Riot genuinely wishes to settle, then I am open to setting dates after the prerequisite
16 issues are properly addressed. I expect transparency and fairness in this process, not
17 pressure tactics and manipulation.

18 Sincerely,

19 Marc Wolstenholme
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1 **Declaration,**

2 I declare under penalty of perjury under the laws of the United States that the foregoing is true
3 and correct.
4

5
6 Executed on March 17, 2025, in Coventry, England.
7

8 Signature: *M. WOLSTENHOLME*
9

10 Marc Wolstenholme
11

12 Plaintiff in Pro Per
13

14 5 Shetland Close
15

16 Coventry, England CV5 7LS
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